

006905

Warranty Deed

NO TRANSFER
TAX PAID

KNOW ALL MEN BY THESE PRESENTS, that we, Robert W. Pellerin and Geraldine D. Pellerin, both of Waterville, County of Kennebec, State of Maine

grant to Robert W. Pellerin and Geraldine D. Pellerin, Trustees, or their successors in trust, under the Pellerin Loving Trust dated April 5, 1990 and any amendments thereto

with Warranty Covenants the land in Waterville, County of Kennebec, State of Maine, bounded and described as follows, to wit:

A certain lot or parcel of land situate on Mayflower Hill Drive in said Waterville. Being lot Numbered twenty (20) on Plan entitled "Mount Merici Heights, Waterville, Maine," dated November 15, 1942, and recorded in Kennebec Registry of Deeds, Plan Book #14, Pages 15 and 16, to which plan reference is hereby made for further description, location, and dimensions of the lot hereby conveyed.

Subject, however, to the following restrictions numbered from I to IX inclusive claiming which will be binding upon the said grantees, for a period extending to January 1, 1975, and which, until said date, shall be deemed as covenants running with the title to said land.

Section I. That said land shall be used only for residential purposes and not more than one residence and the outbuildings thereof such as a garage, shall be allowed to occupy said land or any part thereof, at any one time, nor shall said lot be subdivided or so sold or leased in parcels, nor shall any building at any time situate on said land be used for business or manufacturing purposes; that no outbuildings shall be occupied as a residence prior to the construction of the main building;

Section II. That no house for more than one family shall be built upon said land and that no dwelling house costing less than seven thousand dollars (\$7,000.00) shall be built upon the lots; and that no house shall be erected or placed on any part of said land nearer to the street line than twenty-five (25) feet;

Section III. That all other buildings, including garages, shall not be erected nearer than seventy-five (75) feet from the street line upon which the house to be constructed on said lot shall face, and at least twenty-five (25) feet from

50-7

any side street, unless said garage is attached to and made a part of the house, in which event it shall not be nearer any side street than twenty-five (25) feet;

Section IV. That no placards or advertising signs other than such as relate to the sale or the leasing of said lot, shall be erected or maintained on said lot or any building thereon.

Section V. That no fences or construction of any kind other than a dwelling shall at any time be erected in any position to interfere with the view from residences on adjoining lots;

Section VI. That no cows, horses, goats, swine, hens or dog kennels shall at any time be kept or maintained on said lot, or in any buildings thereon.

Section VII. That if the owner of two or more contiguous lots purchased from Ursuline Vice-Provincialate Franco-American Vice Province desires to improve said lots as one lot, that insofar as such contiguous lots are concerned, the foregoing covenants of restriction shall be construed as applying to a single lot.

Section VIII. Said lot is conveyed with the foregoing restrictions which are conditions of the conveyance affixed to and running with the land; and applicable to lots numbered 20 to 36, both inclusive, 69 to 70, 46 to 47, 56 to 57, and 61 to 67, both inclusive, on plan of said Mount Merici Heights, and for a violation of the terms thereof, or any of them by the said grantees herein named, or any person holding or claiming by, through or under the aforesaid grantees, the rights is expressly reserved to the grantor and his assigns, or the owner of any of the above numbered lots to proceed at law or in equity to compel compliance with the, terms thereof. The grantor herein does not hold himself responsible for the enforcement of the foregoing restrictions.

Section IX. That no house or other building shall be erected or placed upon said land nearer to the lines of said land than five (5) feet. This section shall not in any way affect the restrictions contained in Sections II and III hereinabove set forth.

Being the same premises conveyed to Robert W. Pellerin and Geraldine D. Pellerin by Franklin A. Thompson by warranty deed dated July 10, 1963 and recorded in the Kennebec County Registry of Deed in Book 1309 Page 122. Further being the same premises conveyed to Franklin A. Thompson by warranty deed from the Ursuline Vice-Provincialate Franco-American Vice-Province dated December 6, 1947 and recorded in the Kennebec Registry of Deeds, Book 851, Page 361.

Reference is made to 10 feet easement to Harold A. Labbe off the northeasterly boundary of the above property, recorded in the Kennebec Registry of Deeds, Book 1086, Page 347.

In Witness Whereof, we have hereunto set our hands this 10th day of the month of April, A.D. 1991.

Signed and Delivered in
the presence of

Wayne R. Theriault

Robert W. Pellerin

Robert W. Pellerin

Wayne R. Theriault

Geraldine D. Pellerin

Geraldine D. Pellerin

State of Maine

County of Kennebec

ss. April 10, 1991

Then personally appeared the above named Robert W. Pellerin and Geraldine D. Pellerin acknowledged the foregoing instrument to be their free act and deed.

Before me,

Nancy S. Tebbetts

Notary Public



RECEIVED KENNEBEC SS.

1991 APR 19 AM 12:00

ATTEST: *Harold A. Labbe*
REGISTER OF DEEDS

NANCY S. TEBBETTS
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES MAY 19, 1992